



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with WMB Architects, of Stockton, for Design Services for Public Safety Building First Floor Renovation Project (\$60,820)

MEETING DATE: August 15, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with WMB Architects, of Stockton, for design services for Public Safety Building first floor renovation project in the amount of \$60,820.

BACKGROUND INFORMATION: The City requested Qualification Statements from two local architectural firms for the planning and design of tenant improvements to convert the existing Public Safety Building first floor area, formerly used by the Police Department, for use by Fire Administration and the Parks, Recreation and Cultural Services Department. The facility is located at 230 West Elm Street. The area is approximately 6,000 square feet. The space will include offices, public lobby, public counters, ADA access, ADA staff bathroom facilities, and associated staff support areas. There are currently 27 staff members in the two departments. Other items included in the project are demolition, hazardous materials abatement, new heating/ventilation/air conditioning equipment, new electrical service equipment, new electrical and lighting, emergency generator, new fire alarm system, new data/communications cabling, new doors and windows, new ceilings, new flooring and paint throughout, and relocation of some existing Fire Administration office systems furniture.

Staff received proposals from WMB Architects (\$60,820) and DellaMonica Snyder Architects (\$126,056).

In accordance with City purchasing ordinance Section 3.20.075 Professional/Technical Services Contracts, "Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices." Staff is recommending awarding the agreement to WMB based on demonstrated ability to perform the services in a timely manner and past performance on City projects. The negotiated price for services includes architectural, electrical, structural and mechanical design services through the bidding process and reimbursable expenses. The design process is to be fast-tracked for completion and bidding in six months.

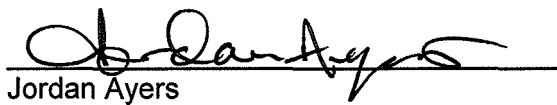
FISCAL IMPACT: Locating Fire Administration in the Civic Center complex will be more convenient to the public for the building permit process. The office space currently used by the Recreation Division will be utilized by the Parks staff, which will make the Parks Annex once again available for rental.

APPROVED:


Konrad Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with WMB Architects, of Stockton, for Design Services for Public Safety Building First Floor Renovation Project (\$60,820)
August 15, 2012
Page 2

FUNDING AVAILABLE: General Fund – Capital (1211) \$60,820


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWP/GW/pmf
cc: Interim Parks, Recreation and Cultural Services Director
Fire Chief
Construction Project Manager

PROJECT ARCHITECT AGREEMENT

PROJECT:

Public Safety Building 1st floor Renovation Project 2012
Located at 230 West Elm Street

PARTIES:

City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

ARCHITECT:

WMB Architects
5757 Pacific Avenue Suite 226
Stockton, California 95207

DESIGNATED PERSONNEL:

- (a) Principal in Charge: Larry Wenell
- (b) Project Architect: Doug Davis
- (c) Structural Engineer: Andre Mozaffari
- (d) Mechanical Engineer: Mitchell Scheflo
- (e) Electrical Engineer: Richard C. Smith
- (f) Other:

TABLE OF CONTENTS

ARTICLE ONE:	Project Description
ARTICLE TWO:	Schedule of Services
ARTICLE THREE:	Compensation and Payment
ARTICLE FOUR:	Definitions
ARTICLE FIVE:	Basic Services of Architect
ARTICLE SIX:	Basic Services of City
ARTICLE SEVEN:	Time
ARTICLE EIGHT:	Additional Services
ARTICLE NINE:	Termination of Agreement
ARTICLE TEN:	Indemnity
ARTICLE ELEVEN:	Personnel
ARTICLE TWELVE:	Standards of Performance
ARTICLE THIRTEEN:	Miscellaneous Provisions
ARTICLE FOURTEEN:	Extent of Agreement/Waiver

THE PARTIES AGREE THAT:

ARTICLE ONE: Project Description

The Architect shall provide services as described herein. The general design of the project shall be as defined in the Request for Proposals (Exhibit "A") and by this document.

The project will consist of the following elements:

The Architect will plan and design tenant improvements to convert the existing Public Safety Building 1st floor space for use by City Fire Administration and Parks/Recreation/Cultural Services Department. The facility is located at 230 West Elm Street in Lodi. The space is approximately 6,000 square feet. The space will include offices, public lobby, public counters, ADA access, ADA staff bathroom facilities, and associated staff support areas. There are currently 27 staff members in the departments. Other items included (but not limited to) in the project are:

- 1) Demolition
- 2) Hazardous materials abatement
- 3) New HVAC equipment
- 4) New electrical service equipment
- 5) New electrical and lighting
- 6) Emergency generator
- 7) New fire alarm system
- 8) New data/communications cabling
- 9) New doors and windows
- 10) New ceilings
- 11) New flooring and paint throughout
- 12) Some existing Fire Administration office systems furniture will be relocated.

The project will be designed to conform to the State of California standards and requirements. A City of Lodi Building Permit is required.

ARTICLE TWO: Schedule of Services

- A, Architect shall complete the required services consistent with the schedule submitted in the RFQ (24 weeks, not including City review time):
- Schematic (Conceptual) Design Phase – 4 weeks
 - City Project Team Review time – 2 weeks
 - Demolition Phase – 2 weeks
 - Design Development Phase – 6 weeks
 - City Project Team Review time – 2 weeks
 - Construction Documents Phase – 8 weeks
 - City Project Team Review time – 2 weeks
 - Permit and Bid Phase – 4 weeks
- B. Schedule is contingent on City meeting review schedule requirements.

ARTICLE THREE: Compensation, Method of Payment

- A. Compensation for Basic Services
- (1) Total compensation, including all expenses, shall not exceed \$60,820.00. This compensation includes all phases and services, including reimbursable expenses. (Exhibit "B")
 - (2) Additional Services
 - (a) Additional services shall be defined as services not included as basic services within this contract that the City directs the Architect to perform. In the event of this direction, Architect shall be compensated pursuant to

this section. Additional services will only be paid if documented in advance in writing.

- (b) Maximum rate per hour, including overhead, administrative costs, and profit shall be as shown in Exhibit A (fee schedule).
- (c) With prior approval, the City shall pay for reimbursable expenses in performing Additional Services. The payment shall be limited to actual out-of-pocket expenses as reflected on an invoice or other proof of payment.
- (d) Payment for additional Services shall be made monthly upon presentation of a statement of services in duplicate.

B. Phase Payment: Upon submittal of statements in duplicate, City shall pay as follows:

(1) The \$60,820.00 fee shall be broken down as follows:

Schematic Design	\$9,735.00	16%
Completion of Design Development	\$13,678.00	23%
Construction Documents Phase	\$31,121.00	51%
Bidding Phase	\$5,226.00	9%
Reimbursables	\$1,060.00	1%
Total	\$60,820.00	100%

Payment for this work shall be paid monthly upon submittal of a statement to the City from the Architect.

ARTICLE FOUR: Definitions

- A. Not used.
- B. Major Categories of Work are those applicable categories of construction work necessary for completion of construction of the entire project and may include, but not be limited to, the following construction categories: demolition, general construction, finishes, heating, ventilation, air conditioning modifications and improvements, plumbing modifications and improvements, and electrical modifications and improvements.
- C. Appropriate Authorities and Lending Agencies shall mean any private, local, municipal county, state, regional authority or agency with which the project may be involved. This term is intended to include those agencies and authorities which may require information or the filing of drawings, project manual, etc., in connection with the project on either a voluntary or nonvoluntary basis.
- D. The Contract Administrator shall be the Public Works Director or his authorized representative. He shall represent City in all matters except when approval is specifically required by the City Council.

ARTICLE FIVE: Basic Services of Architect

- A. Services in General: Architect shall
 - (1) Consult, as necessary, with authorized employees, agencies, and/or representatives of City relative to the design and major categories of work.
 - (2) Cooperate with other professionals employed by City in the design of other work related to the project.

- (3) Contract for, or employ at his expense, consultants to the extent he deems necessary for design of the project, including Mechanical, Electrical, and Structural Engineers licensed as such by the State of California, and other consultants necessary for development of the project, as provided under "Designated Personnel and Consultants" Paragraph 2. Nothing in the foregoing procedure shall create any contractual relation between City and any consultants employed by Architect under the terms of this Agreement.
 - (4) Designate Larry Wenell as the Principal in Charge who shall, so long as his performance continues to be acceptable to the City, remain in charge of the services for the project from beginning through completion of services provided for in this Agreement. Designate Doug Davis as Project Manager.
 - (5) Assist City in fulfilling normal requirements set forth by appropriate authorities whose interest bears on the design, cost, and construction of the project.
 - (6) Abide by necessary requirements of funding sources, such as auditing requirements and payroll certifications, reviews of design by funding authorities, and complete the work in compliance with designated funding deadlines.
- B. Schematic Design Phase: Under this phase the Architect shall work with City staff to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.
- (1) The Architect shall provide a preliminary evaluation of the City's program and schedule, each in terms of the other.
 - (2) The Architect shall review with the City alternative approaches to design and construction of the Project.
 - (3) Based on the mutually agreed-upon program and schedule, the Architect shall prepare for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
 - (4) Provide a cost estimate based on the selected Schematic Design approach. Cost estimate is to be a per square foot unit price estimate.
- C. Development Phase: Under this Phase, the Architect shall complete the design development work relative to the Schematic Design.
- (1) The Architect shall develop the approved schematic design approach. Based on the approved approach, the Architect shall prepare Design Development documents.
 - (2) The Architect shall review existing documentation, including building plans, building utilities, utility easements, and investigate the facility as necessary.
 - (3) The Architect shall analyze existing utility connections, determine site features to remain, and analyze impact of existing conditions.
 - (4) The Architect shall develop site plans, floor plans, furniture layouts, elevations, and building sections as needed to fix and describe the project as to architectural, structural, mechanical, and electrical systems.
 - (5) The Architect shall provide a reproducible document consisting of:
 - (a) Site plans indicating general location and nature of site improvements.
 - (b) Architectural, structural, mechanical, plumbing, and electrical floor plans, furniture layout plans, and major equipment locations.

- (c) Exterior elevations and building sections.
 - (d) Outline specifications describing the major systems, materials, and items to be used (installation procedures not required); a tentative room finish schedule; the type of quality of interior and exterior materials; and the specific structural materials, the mechanical and electrical systems, and all major special systems and equipment to be used. The specifications shall be organized into 16 divisions following the recommendations of the Uniform System for Construction Specifications.
 - (6) The Architect shall provide City and updated Design Development documents for review.
- D. Construction Documents Phase: This phase commences only after the City has approved the Architect's Design Development. Upon receipt of notice from the City to proceed with the Construction Documents Phase, the Architect shall commence the following services:
- (1) Based upon the Design Development and any further adjustments in the scope or quality, the Architect shall prepare, for approval by the City, Construction Documents, consisting of drawings and a project manual, setting forth in detail the requirements for the construction of the project. Such documents shall be full, compete and accurate, giving such information as will enable a competent builder to carry them out.
 - (2) The construction documents shall conform to and be consistent with the previously approved Design Documents. The Architect shall incorporate no modification thereto without prior consent of the City.
 - (3) If the City orders modifications to the approved design, the Architect shall prepare additional Design Development Documents, Construction Documents, and Construction cost Estimates, and shall receive compensation as an Additional Service.
 - (4) The Architect shall, to the best of his ability, endeavor to prepare all drawings and specifications in conformity with all applicable state and federal laws and regulations.
 - (5) The Architect shall review and edit, as necessary, the form General Conditions and Division 1 of the Specifications provided by the City. The City may accept or reject the Architect's suggested changes, at its sole discretion.
 - (6) The Architect shall submit all required construction documents to the City as a package, with all items completed. Architect shall submit documents to the City of Lodi Building Department for Building Permit review. Contact the City Building Department for Permit submittal requirements. Bid Documents shall consist of one original drawing set and original 8 1/2- x 11-inch specification book ready for reproducing.
 - (7) The Architect shall make changes necessary to comply with the City's review comments and resubmit corrected documents.
 - (8) The Architect shall assist the City and the Construction Manager in developing a construction schedule for the project.
 - (9) All drawings shall be provided in AutoCAD, latest version.
- E. Bidding Phase:

- (1) The Architect, following the City's approval of the Construction Documents, shall assist the City in obtaining bids from general contractors for construction. The Architect shall receive bidder's questions, develop clarification as required, assist the City in preparing addenda, and attend a prebid conference. The City will administer the overall bidding process.
 - a) Following the City's approval of the construction documents, the Architect shall furnish to the City the original drawings of final working drawings for signature and the original project manual. Project manual shall be on 8 1/2 x 11-inch paper, unless otherwise approved by the City. For bidding purposes, the Architect shall provide original drawings and the City shall reproduce the drawings and project manual. All drawings shall be provided on CAD format.
 - b) The Architect shall assist the City in interpreting the drawings and specifications during the bidding process, and prepare addenda to the drawings or specifications that may be required, but the City shall approve all proposed addenda before delivery to interested bidders. The Architect shall issue no addenda verbally or in writing to bidders.
 - c) The Architect shall participate in prebid conferences with interested bidders and the City staff, at the City's request.
 - d) The Architect shall advise the City concerning acceptance or rejection of bids for the project.
 - e) The City reserves the right to accept bids or to reject any or all bids received.

F. Documents and Drawings:

- (1) Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, and renderings prepared by the Architect which shall be the property of the City. The Architect shall furnish the City with documents as the City requests, whether or not complete, upon completion of the project, or upon suspension or termination of this Agreement as provided hereinafter. The Architect shall have the right to retain copies of documents and drawings for its records.
- (2) The Architect shall furnish to the City for purposes of checking and approving copies of:
 - a) Design Development/Contract Documents that are prepared by the Architect at 30%, 65%, and 95% completion.
- (3) The Architect shall furnish to the City for reproduction, original quality reproducible drawings and specifications masters for bidding and construction.
- (4) The Architect shall provide all drawings/changes on AutoCAD, latest version.

ARTICLE SIX: Basic Services of City

The City shall provide the following services and material to the Architect:

- A. *Building Information:* The City shall provide the Architect with available plans and any technical information concerning all buildings or spaces that are affected by the project, including necessary site survey and topographical and soil information as well as necessary telephone, communication and data requirements for the project.
- B. *Permits:* The City shall pay for all required fees and permits. The Architect will advise potential permit requirements.

- C. The City shall assist the Architect in field investigations as requested and shall assist in getting information in the form of drawings, reports, photographs and video tapes in a timely manner to meet the project schedule.

ARTICLE SEVEN: Time

- A. The Architect shall provide its professional services in accordance with the ordinary standard of care, skill, and diligences customarily followed by architects and engineers in this and similar communities.
- B. The Architect shall comply with all response times or schedules specified in the project manual or agreed to by the City.
- C. Notwithstanding Paragraph B, the Architect shall respond with the ordinary standard of care, skill, and diligence customarily followed by architects and engineers in this and similar communities.
- D. The City will pay for and assist in required review by agencies having jurisdiction over this project.
- E. Time is of the essence in performance of the work outlined herein. Neither party shall be responsible for delays from causes beyond their reasonable control.

ARTICLE EIGHT: Additional Services

- A. If the Architect is requested to provide additional services at any stage of the project development, the City shall issue a written work order.
- B. In addition to services specified elsewhere in this Agreement, the Architect shall receive additional compensation for the following additional services:
 - (1) Revision of previously approved drawings and/or specifications, or failure of the City to meet schedule of services (Article Two), which incur cost to the Architect as the result of action by the City when not otherwise the Architect's responsibility pursuant to this Agreement.
 - (2) Making planing surveys, feasibility studies, and special analysis of the City's needs to clarify requirements for project programming.
 - (3) Supervision of repair of damage to the structure when so directed by the City.
 - (4) Additional services caused by the delinquency or insolvency of the contractor.
 - (5) Travel and per diem outside of San Joaquin County when the City directs the travel in writing prior to commencing travel.

ARTICLE NINE: Termination of Agreement

- A. Either party may terminate this Agreement upon thirty (30) days written notice should the other party fail substantially to perform its terms through no fault of the party initiating the termination.
- B. The City, at its sole discretion, may terminate this Agreement upon at least seven (7) days written notice to the Architect.
- C. Upon termination of this Agreement or suspension of work by either party, the Architect shall furnish to the City before further payment by the City all documents and drawings prepared under this Agreement, whether complete or incomplete. Such documents and designs shall become the City's exclusive property, free of claim or encumbrance by the Architect.
- D. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with compensation

for Additional Services completed, less amounts paid to date. No additional payment will be made to the Architect other than for actual services completed as described above. Total amount of such compensation shall not exceed total amount payable at completion of phase during which the termination occurred.

The rates for such compensation shall be as specified in Article Three. Acceptance by the Architect of such payment shall constitute a complete accord and satisfaction between the parties.

ARTICLE TEN: Indemnity

- A. *Indemnity:* The Architect shall defend, indemnify, and save harmless the City, its officers, consultants, and employees from and against any and all claims, demands, losses, defense, costs, or liability which the City, its officers, consultants, and/or employees may sustain or incur, or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused as a result of or arising out of the negligent acts, errors or omissions of the Architect during the performance of services under the terms of this Agreement.
- B. *Professional Liability/Errors and Omissions Insurance:* During the entire term of this Agreement, the Architect shall obtain and maintain in full force and effect professional errors and omissions (malpractice) liability insurance, which shall include the following provisions:
 - (1) Policy Limits: Policy limits of said insurance shall be no less than \$2,000,000 limit per claim and in the aggregate.
 - (2) Extended Claim Coverage: The Architect shall maintain professional liability insurance of the type generally available, insuring the Architect for a period of one year following completion of the services provided under this Agreement, providing such insurance is available.
- C. *Public Liability and Property Damage Insurance:*
 - (1) During the term of this Agreement, the Architect will at all times maintain, at his expense, comprehensive general liability insurance naming the City, its City Council, officers, agents, and employees as additional insured. Amount of such policy shall be no less than \$2 million combined single limit per occurrence and for bodily injury including personal injury and property damage.
 - (2) Liability insurance shall contain the following endorsements:
 - (a) The City shall be added as an additional insured as respects operations of the named insured performed under the contract with the City.
 - (b) It shall be agreed that any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by the contractor's liability insurance policy.
 - (c) The Architect's liability insurance policy shall not be canceled or non-renewed until after 30 days written notice has first been given the City.
 - (d) Coverage shall include claims arising out of the Architect's use of automobiles.
 - (e) Liability shall not exclude liability assumed by written contract or agreement.
 - (f) Liability insurance shall include broad form property damage insurance.

- (g) Prior to commencing services pursuant to this Agreement, the Architect shall provide certificates indicating the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of the Architect's insurance provider.
- D. *Workers' Compensation:* The Architect shall provide workers' compensation coverage as required by State law, and in signing this Agreement, makes the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." A Waiver of Subrogation against the City of Lodi is required.
- E. See Attached Insurance Requirements Exhibit "C"

ARTICLE ELEVEN: Personnel

- A. The Architect shall assign only competent personnel to perform services pursuant to this Agreement.
- B. *Supervision of Employees:* All work or services performed by the Architect or subcontractors of the Architect shall be by or under the direct supervision of registered architects and/or engineers.
- C. *Designated Personnel and Consultants:* A material covenant of this Agreement is that the Architect shall assign the individuals designated above to perform the functions designated. The Architect shall not assign other individuals or firms to perform the services of the designated individuals and firms without the prior consent of the City.
- D. *Attendance at Meetings:* Larry Wenell shall attend all design meetings called by the City in regards to the project, unless his presence is waived by the City.
- E. If the City, in its sole discretion at any time during the term of this Agreement, desires the removal of any person assigned by the Architect to perform services, the Architect shall remove such person immediately upon receiving notice from the City.

ARTICLE TWELVE: Standards of Performance

- A. *Professional Qualifications:* The Architect represents that it is professionally qualified to perform the work. The City, not being skilled in such matters, relies upon the qualifications of the Architect to do and perform the work in a professional manner, and the City's acceptance of the Architect's work does not operate as a release of the Architect from responsibility to so perform the work.
- B. *License:* The Architect shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for the Architect to practice the profession or to perform the expert professional services required by this Agreement within the State of California.
- C. *Compliance with Laws:* The Architect will endeavor to see to it that the project, as designed, will comply with all applicable federal, state, and local laws, ordinances, regulations and permits in the performance of the Agreement and in the resulting designs, including requirements of the California Code of Regulations.
- D. *Standards of Performance:* The Architect shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which the Architect is engaged. All work products of whatsoever nature which the Architect delivers to the City pursuant to this Agreement shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in the Architect's profession.

ARTICLE THIRTEEN: Miscellaneous Provisions

- A. *Meaning of Terms:* Terms in this Agreement are intended and shall be construed as having the same meaning as those terms have in the General Conditions of the Contract for construction to be prepared by the City and submitted to interested bidders during the Bidding Phase of the project.
- B. *Reuse of Plans:*
- (1) If the City reuses the plans in total or in part on this or any other site, or if the City completes any uncompleted portion of the project, the Architect and all of its consultants shall be relieved of **all** responsibility for the construction resulting from such reuse unless the City enters into an agreement with the Architect for services in connection therewith.
 - (2) The Architect shall not be entitled to any fees for such use of plans unless City enters into an agreement with the Architect for services in connection therewith.
- C. *Non-Discrimination in Employment:* The Architect shall comply with Section 1735 of the Labor Code, which provides as follows: "No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of (Chapter 1 of Part 7, Division 2 of the Labor Code.)" This requirement also includes the provisions and requirements contained in The Americans with Disabilities Act.
- D. *Conflict of Interest:*
- (1) The Architect shall, at all times in performance of this Agreement, comply with the law of the State of California regarding conflicts of interest, including, but not limited to Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulation promulgated by the California Fair Political Practices Commission.
 - (2) If any facts come to the Architect's attention which raise any questions as to the applicability of this law, it will immediately inform the Contract Administrator and provide all information needed for resolution of the question.
 - (3) Without limitation of the covenants in Subparagraphs 1 and 2, the Architect is admonished hereby as follows: These statutes, regulations and laws include, but are not limited to, a prohibition against any public officer, including contractor for this purpose, from making any decision on behalf of the City in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any City decision which has the potential to confer any pecuniary benefit on contractor or any business firm in which contractor has an interest of any type, with certain narrow exceptions.
- E. *Authority by City:* This Agreement shall not be considered as giving exclusive authority to the Architect for performing all services pertaining to the design and/or construction of the project. The City may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in this Agreement without liability or obligation to the Architect. If the City elects to do so, it shall give its prior written notice to the Architect of the election, and the City agrees to defend, indemnify and hold harmless the Architect and consultants from any and all actual damages which may

arise out of such action by the City. This provision shall remain in effect and survive the termination of this Agreement.

- F. *Assignment or Subletting:* No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Architect without the express written consent of the City, and any attempt by the Architect to do so without the City's prior written consent shall be null and void and constitute a material breach of this Agreement. However, this clause shall not prohibit the Architect from independently contracting with subcontractors or subconsultants on contract to the Architect, to enable the Architect to perform the professional services for the City required by this Agreement. In such event, the Architect shall remain responsible and liable for the work product of any subcontractor or subconsultant.
- G. *Independent Contractor.* It is understood and agreed that the Architect is an independent contractor and is not subject to the direction nor control of the City except as to final result. The Architect shall be solely responsible to pay all required taxes and other obligations, including, but not limited to withholding and social security. The Architect agrees to indemnify and hold the City harmless from any liability referenced in this paragraph which the City may incur to the federal or state governments as a consequence of this Agreement.
- H. *Successors:* This Agreement shall inure to the benefit and bind the successors of each of the parties.
- I. *Records:* The Architect shall maintain complete and accurate accounting records showing the services performed in connection with performance of this Agreement, the phase during which such services were performed, and the identity of the person(s) performing such services. The Architect shall make such records available for inspection by authorized representatives of the City at any reasonable time during the performance of this Agreement and for the period specified by the City, no less than five (5) years from and after the date of final payment.
- J. *Notice:* Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by prepaid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to the address appearing on the first page.
- K. The City acknowledges that the Architect has no special knowledge or expertise with regard to asbestos or other pollutants and that the Architect cannot obtain insurance coverage for claims involving hazardous, toxic, and/or asbestos-containing materials or other pollutants. Therefore, the Architect, its agents, subconsultants and employees shall have no responsibility for, and the City agrees to bring no claim against the Architect, its agents, subconsultants and employees, relating to the investigation, detection, abatement, replacement, or removal of asbestos material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or upon the land, the atmosphere, or any water course or body of water, excepting only such claims which arise out of the sole negligence or willful misconduct of the Architect, its agents, employees, or subconsultants.
- L. *Governing Law:* This Agreement shall be construed in accordance with and governed by the laws of California and any legal action arising therefrom shall be initiated in the courts of San Joaquin County, Stockton, California.

ARTICLE FOURTEEN: Extent of Agreement/Waiver

- A. This Agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Architect.

- B. The waiver by the City or any of its officers or employees, or the failure of the City or any of its officers or employees to take action with respect to any right conferred by or any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
_____ day of _____, 2012.

CITY OF LODI

By: _____
Konradt Bartlam, City Manager

By: _____ Date: _____

Attest:

Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney

CITY COUNCIL

JOANNE MOUNCE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
PHIL KATZAKIAN

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TELEPHONE (209) 333-6706 / FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

KONRADT BARTLAM,
City Manager

RANDI JOHL,
City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

F. WALLY SANDELIN,
Public Works Director

May 16, 2012

Wenell Mattheis Bowe
Attn: Larry Wenell
246 E. Main Street
Stockton, CA 95202

SUBJECT: Request for Qualifications and Proposal – Public Safety Building 1st Floor
Renovation Project 2012

The City of Lodi is requesting Qualification Statements and Proposals for the planning and design of tenant improvements to convert the existing Public Safety Building 1st floor space to use by City Fire Administration and Parks/Recreation/Cultural Services Department. The facility is located at 230 West Elm Street in Lodi. The space is approximately 6,000 square feet. The space will include offices, public lobby, public counters, ADA access, ADA staff bathroom facilities, and associated staff support areas. There are currently 27 staff members in the departments. Other items included (but not limited to) in the project are:

- 1) Demolition
- 2) Hazardous materials abatement
- 3) New HVAC equipment
- 4) New electrical service equipment
- 5) New electrical and lighting
- 6) Emergency generator
- 7) New fire alarm system
- 8) New data/communications cabling**
- 9) New doors and windows
- 10) New ceilings
- 11) New flooring and paint throughout
- 12) Some existing Fire Administration office systems furniture will be relocated.

The existing facility was built in 1967. The original utilities are located in the building basement and are still in service. The City intends to create a new electrical service room and HVAC room on the 1st floor to serve the project area. Coordination with and verification of existing services will be **key**, Some existing facility documents are available for the Designer's use, but the majority of information will need to be obtained from field investigation work **by** design team members.

Wenell Matthew Bowe
May 18, 2012
Page 2

The building also houses Fire Station No. 1 and the Finance Department, which must remain in service during construction of the tenant improvements related to this project.

The City anticipates a very aggressive schedule for this project. The City would like to be ready to begin the tenant improvement work as soon as possible. Please anticipate that you will have six months from the execution of the contract to have complete building permitted plans and specifications ready for bidding. Your schedule should reflect the necessary staff and time to meet this schedule. The Qualification Statement should include information (resume) of the staff that will actually perform the work on the project, including consultants.

Your schedule for services should include all services for planning, space needs, schematic design, design development, and construction documents. The contract will be the City of Lodi standard Project Architect Agreement, a sample of which is enclosed for your information. Please include a proposal (in the format attached in the Project Architect Agreement, Article Three B), fee schedule and an anticipated schedule for your work.

The firm selected will be charged with designing a remodel plan which best uses the existing structure's available floor space, including construction drawings, specifications and construction administration.

The selection process will consist of review of the Qualification Statements and Cost Proposals, selection of a preferred firm and approval of contract by the City Council. The City will be looking for a firm that can demonstrate innovative approaches and ideas and is willing to work with City staff during the design phase. Experience in working for public agencies is important. **Five (5) copies of the Qualification Statements are due no later than 5:00 p.m. on June 21, 2012, at:**

City of Lodi Public Works Department
Attn: Gary Wiman
221 West Pine Street
Lodi, CA 95240

If you have any questions on this RFP, please contact me at (209) 333-6706.

Submissions will be reviewed by representatives from the City of Lodi, including: Public Works Director, City Engineer, Parks/Recreation/Cultural Services Director and Fire Chief. The selected firm should be notified the week of July 2, 2012.

Sincerely,



Gary R. Wiman
Construction Project Manager

GRW/pmf
Enclosure

Public Safety Building First Floor Renovation Project 2012

Proposed Scope of Work

Provide architectural design services for the demolition of existing improvements and construction of new 6,000 sq ft tenant improvements in the Public Safety Building First Floor for Fire Department Administration and Park/Recreation/Cultural Services Department. Because it is difficult to establish a comprehensive set of documents without being able to visually see the infrastructure, we recommend adding an additional demolition phase between the Concept Design and Design Development phases.

Schematic (Conceptual) Design Phase

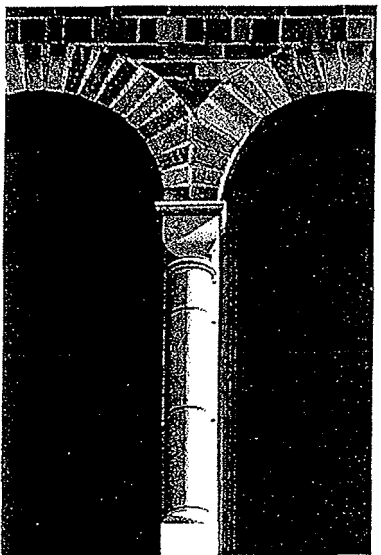
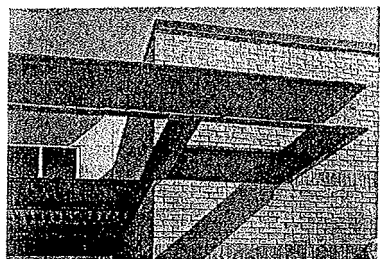
- Evaluate the City's design program with the Project Manager and verify program room sizing and public/staff interactions and circulation.
- Meet with Fire Administration and Park/Recreation/Cultural Services staff to review program issues (if required).
- Develop conceptual design alternatives and review with Project Manager (and City staff as required).
- Develop schematic design documents (30%) consisting of floor plans and concepts for new electrical service, mechanical and plumbing systems.
- Prepare a budget cost estimate based upon per square foot unit prices.

Demolition Phase

- Based upon the approved conceptual floor plan create a set of demolition documents (plans and specifications) to include the removal of
 - o All floor coverings
 - o Selected Non-bearing walls
 - o Doors
 - o Suspended ceilings
 - o Gypsum board ceilings
 - o Electrical fixtures and whips
 - o Mechanical registers and ducting extensions (trunks to remain)
 - o Electrical conduit, wiring, outlets, etc. in demolished walls; cap off
 - o Plumbing fixtures, cap off in walls or floors
 - o Blinds, paneling, wall coverings, décor, etc.
- The City will separately employ a licensed Hazmat company to remove all hazardous materials identified by the City's Hazardous Materials Survey

Design Development Phase

- Based upon the approved conceptual design, develop design development documents (65%) to include:
 - o Site plans illustrating location and nature of site developments, access from public way and accessible parking, bicycle parking, benches, signage, etc.
 - o Exterior elevations illustrating new windows, entry doors, canopies, signage, etc.



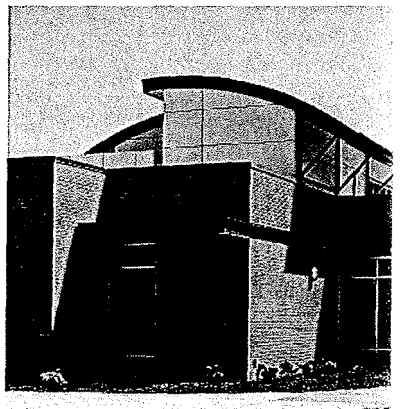
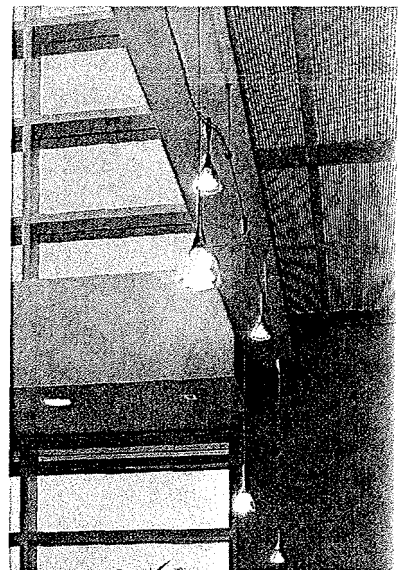
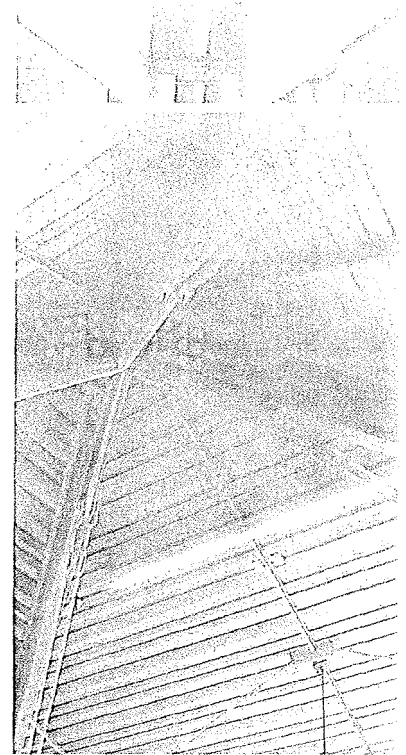
- o Building cross sections | wall sections as may be required
- o Architectural, mechanical, electrical (structural, if required) floor plans showing furniture and major equipment
- o Finish schedule and finish materials board
- o Door and window schedule
- o Mechanical and electrical schedules illustrating major systems and equipment
- o Outline specifications based upon CSI format.

Construction Document Phase

- It is assumed that at the beginning of this phase the major demolition contract will be completed so the architect and engineers can have visual investigation of all remaining infrastructure.
- Provide construction documents to include:
 - o Site plans
 - o Site details
 - o Demolition plan (for remaining demolition)
 - o Code compliance sheets
 - o Floor plan
 - o Enlarged plans | toilet accessories
 - o Exterior elevations | exterior finishes
 - o Building sections | wall sections
 - o Roof plan and details (if required)
 - o Door and window schedules and details
 - o Finish schedule
 - o Reflected ceiling plan
 - o interior elevations (as required for clarity)
 - o Mechanical (plumbing and HVAC) plans, schedules, details and energy calculations
 - o Electrical plans (service, power, lighting, communications, fire alarm), schedules, details and energy calculations
 - o Completed specifications
- Provide 95% check set for Project Manager | City staff review
- Submit to City Plan Checking process and provide corrections | responses to plan check.

Bidding Phase

- Following approval of the construction documents, the Architect will assist the City in bidding the project:
 - o Attend Pre-bid Conference
 - o Interpret the drawings and specifications
 - o Assist | review questions and develop list of questions and responses for addenda
 - o Prepare addenda
 - o Review bids with the City.



Proposed Project Schedule

Schematic (Conceptual) Design Phase	4 weeks
Demolition Phase	2 weeks
Design Development Phase	6 weeks
Construction Document Phase	8 weeks
Permit and Bid Phase	4 weeks
Total	24 weeks

Proposed Fee

- A. Total compensation, including all expenses, shall not exceed \$60,820. This compensation includes all phases and services, including reimbursable expenses.
- (1) Additional Services
- Additional services shall be defined as services not included as basic services within this contract that the City directs the Architect to perform. In the event of this direction, Architect shall be compensated pursuant to this section. Additional services will only be paid if documented in advance in writing.
 - Maximum rate per hour, including overhead, administrative costs, and profit shall be as shown in Exhibit A (fee schedule)
 - Without prior approval, the City shall pay for reimbursable expenses in performing Additional Services. The payment shall be limited to actual out-of-pocket expenses as reflected on an invoice or other proof of payment.
 - Payment for Additional Services shall be made monthly upon presentation of a statement of services in duplicate.
- B. Phase payment: Upon submittal of statement in duplication, City shall pay as follows:
- (1) The \$60,820 fee shall be broken down as follows:

	WMB	Mozaffari	Scheflo	HCS	Totals
Phase of Work	Arch	Struct*	Mech	Elect	By Phase
SCHEMATIC DESIGN / DEMOLITION	\$ 7,135		\$ 1,550	\$ 1,050	\$ 9,735
DESIGN DEVELOPMENT	\$ 10,835		\$ 1,163	\$ 1,680	\$ 13,678
CONSTRUCTION DOCS	\$ 14,630	\$ 5,000	\$ 4,456	\$ 7,035	\$ 31,121
BUILDING DEPARTMENT	\$ 1,940		\$ 350	\$ 275	\$ 2,565
BIDDING/NEGOTIATION	\$ 2,180		\$ 231	\$ 250	\$ 2,661
CONSTRUCTION ADMIN.	\$ -				\$ -
SUBTOTAL	\$ 36,720	\$ 5,000	\$ 7,750	\$ 10,290	\$ 59,760
REIMBURSABLES	\$ 500		\$ 350	\$ 210	\$ 1,060
TOTAL	\$ 37,220	\$ 5,000	\$ 8,100	\$ 10,500	\$ 60,820

*Allowance if Structural Engineering is required



WMB ARCHITECTS

T209.944-9110
F209.944-5711

Fee Schedule

Architects

WMB ARCHITECTS

Sr. Principal Architect	\$160.00/hour
Associate Principal Architect	\$135.00/hour
Project Architect	\$125.00/hour
Staff Architect	\$110.00/hour
Project Manager	\$100.00/hour
Interior Designer	\$100.00/hour
CADD Draftsperson / Project Support	\$85.00/hour
Clerical	\$55.00/hour

Structural Engineering

MOZAFFARI ENGINEERING

Principal Engineer	\$250.00/hour
Staff Engineer	\$150.00/hour
CAD Operator	\$100.00/hour
Office	\$65.00/hour

Mechanical Engineering

ALEXANDER SCHEFLO & ASSOCIATES

Principal	\$140.00/hour
Engineering	\$120.00/hour
Designer	\$95.00/hour
Drafting	\$85.00/hour
Computer Input	\$75.00/hour
Secretarial	\$65.00/hour

Electrical Engineering.

HCS ENGINEERING

Principal Electrical Engineer	\$140.00/hour
Project/Electrical Engineer	\$105.00/hour
Project/Electrical Designer	\$75.00/hour
Project Support	\$50.00/hour



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$2,000,000 Ea. Occurrence
\$4,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY/ ERRORS AND OMISSIONS</u>
\$1,000,000 Ea. Occurrence
\$2,000,000 Aggregate | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-138

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT FOR
DESIGN SERVICES FOR PUBLIC SAFETY BUILDING
FIRST FLOOR RENOVATION PROJECT

=====

WHEREAS, the City requested Qualification Statements from two local architects for the planning and design of tenant improvements to convert the existing Public Safety Building first floor area, formerly used by the Police Department, for use by Fire Administration and the Parks, Recreation, and Cultural Services Department; and

WHEREAS, responses to the request for Qualification Statements were received from WMB Architects, of Stockton (\$60,820), and Della Monica Snyder Architects, of Lodi (\$126,056); and

WHEREAS, in accordance with City purchasing ordinance Section 3.20.075 Professional/Technical Services Contracts, "Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices"; and

WHEREAS, staff recommends awarding the agreement to WMB Architects based on demonstrated ability to perform the services in a timely manner and past performance on City projects.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a professional services agreement with WMB Architects, of Stockton, California, to provide design services for the Public Safety Building First Floor Renovation Project, in the amount of \$60,820.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-138 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk